

Collective Agreement

Between

The Calgary Exhibition and Stampede Limited

and

**The
International Alliance of Theatrical Stage Employees,
Moving Picture Technicians, Artists and Allied Crafts Of The
United States Its Territories and Canada, Local 212**

June 26 2015 to February 28, 2017

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THIS AGREEMENT made this 26 day of June, 2015 BETWEEN

Calgary Exhibition and Stampede Limited
a body corporate with head office in the City of Calgary, in the Province of Alberta
(hereinafter called "the Company");

- and -

The International Alliance of Theatrical Stage Employees,
Moving Picture Technicians, Artists And Allied Crafts Of The
United States Its Territories And Canada, Local 212
a body corporate with head office in the City of Calgary, in the Province of Alberta
(hereinafter called "I.A.T.S.E. Local 212" or "IATSE" or "Union").

WHEREAS the Company organizes, produces or otherwise conducts various forms of entertainment for which a charge is levied against those attending, or leases facilities owned by it to third parties or organizations for the purpose of staging entertainment, and

WHEREAS I.A.T.S.E. Local 212 is desirous of providing specified casual employment required to produce such entertainment events.

NOW THEREFORE THIS AGREEMENT WITNESSETH and the parties hereto mutually agree as follows:

Article 1- Purpose

Each of the parties hereto appreciates that the production of entertainment events is a unique and often uncertain business, and that the risks involved must be acknowledged by everyone involved.

It is also the desire of both parties to this Agreement to maintain the existing harmonious relations between the Company and the members of I.A.T.S.E. Local 212, to promote co-operation and understanding between the Company and I.A.T.S.E. Local 212, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, to encourage economy of operation and elimination of waste, and to promote the morale, well-being and security of the Union Members included in the bargaining unit represented by I.A.T.S.E. Local 212 and to ensure Members deliver the highest standards of customer service.

Article 2 - Duration of Agreement

- 2.1 This Agreement shall take effect on **June 26, 2015** and shall remain in force and effect until **February 28, 2017**.
- 2.2 Either party may serve notice to amend this Agreement as of **March 1, 2017** or as of the first day of March any year thereafter, by giving notice in writing to the other party not less than sixty (60) days or not more than one hundred and twenty (120) days prior to the date mentioned in this section. Notice to amend shall include a reference to each item of this Agreement which the party serving the notice desire to change and to any new items which such party desire to have included in the new

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Agreement.

- 2.3 If notice to commence bargaining to amend or negotiate a new Agreement has been given by either party prior to the anniversary date, this Agreement shall remain in full force and effect during any period of negotiations, until the bargaining procedures under the Alberta Labour Relations Code have been completed, even though such negotiations extend beyond the anniversary date.
- 2.4 Any conclusions reached in the aforementioned negotiations shall be made retroactive to the said anniversary date, or termination date, except for wage increases or decreases.

Article 3 - Coverage

- 3.1 This Agreement shall constitute the salaries, wages, and working conditions of the group of Union Members whose bargaining rights are held by I.A.T.S.E. Local 212 in accordance with the provisions of the Alberta Labour Relations Code.
- 3.2 For the purposes of this Agreement, the jurisdiction of Local 212 of The International Alliance of Theatrical and Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States its Territories and Canada is defined as follows: "within the boundaries of the CALGARY EXHIBITION & STAMPEDE".
- 3.3 In the case of road or touring shows built or produced in Calgary under the direct control of the Stampede and requiring the use of Local 212 members, the Company hereby agrees it will carry with it wherever it may tour in Canada, North America, a Department Head(s) who is/are a member(s) of Local 212, except such shows as described in Clause 4.3 herein.
- 3.4 The nature of work performed by members of I.A.T.S.E. Local 212 shall include the following trades, crafts and occupations: stage carpenter, ground rigger, flys-person, high rigger, props-person, lighting control operator (not for house lights), spotlight operator, stationary lighting operator (which must be focused on stage for entertainment), forklift operator, crane operator (Nike and Tulip crane), scenery painter, make-up artist, wardrobe, truck loader. Stages, and other equipment owned by the Company may be erected and modified by Company employees. The Company sound system shall not be included in coverage, however the Company shall include IATSE on a tender list when contracting services for sound technicians.

Article 4 - Supply of Required Stagehand's Union Members

- 4.1 I.A.T.S.E. Local 212 agrees to supply qualified IATSE crew within the scope of this Agreement as requested to the Stage Business Agent by the Company, or its authorized representative. The Company and its representatives shall endeavour to forward all crew requests in writing by fax or email whenever possible for Company - produced events.
- 4.2 The nature and number and qualifications of IATSE crew required shall be specified by the Company, or its authorized representative. Company representatives shall be duly approved by Company Management and/or Senior Staff and the Union will be so advised in writing prior to crew requests. The Company shall provide the Union Stage Business Agent with a schedule of events where crew is needed and shall consult with the Stage Business Agent regarding crew requirements for such events.

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- 4.3 When Concert calls are scheduled at the Stampede Corral, a Head Rigger position will be established for the load in, installation and load out calls. The Head Rigger will direct IATSE ground and high rigging crews for the installation and removal of materials required to fly the show equipment. The Head Rigger will work under the terms and conditions of the collective agreement and receive the High Rigger rate for this work.
- 4.4 In the case of major travelling productions or "road shows", where the road show carries its own stage workers who are recognized members of The International Alliance of Theatrical and Stage Employees the nature and number of IATSE crew required shall be as agreed to between the show management and the Stage Calling Steward of Local 212.
- 4.5 The Company hereby agrees to notify the Stage Business Agent of Local 212 at the time any such agreements are signed where major travelling productions or "road shows" will be carrying their own stage.
- 4.6 The Company hereby agrees that it will advise promoters who lease facilities owned by the Company of their obligation to use Members of I.A.T.S.E. Local 212 as per this agreement.
- 4.7 If for any reason, I.A.T.S.E. Local 212 is unable to supply the qualified IATSE crew requested by the Company, or its representative, then the Company reserves the right to engage professionals who are not members of I.A.T.S.E. Local 212 to perform the functions covered by this Agreement for that performance. The Company, or its representative, will give the Union sufficient notice of its requirements, where possible seventy two (72) hours being the minimum notice.
- 4.8 I.A.T.S.E. Local 212 agrees that it will not "bump" any Union Local 212 Stagehand already working on an engagement without the expressed consent of the Company.

Article 5 - Scope of Functions

- 5.1 It is agreed by the parties hereto that I.A.T.S.E. Local 212 will supply the qualified manpower required to set up, adjust, operate and strike all lighting and stage equipment, except as noted in Article 3.4 and 4.4, for the Grandstand Stage Show, travelling productions or "road shows", and professional musical shows, except as otherwise noted herein.
- 5.2 It is further agreed between the parties hereto that when productions are volunteer or religious in nature, commercial trade shows, free entertainment stages, youth programs or performances, and meetings, the parties will meet to discuss and determine the involvement of Local 212 when the nature of the work warrants such a meeting.

Article 6 - Tools and Equipment

- 6.1 The IATSE crew supplied by IATSE Local 212 shall be responsible for providing the basic hand tools in good condition required for their craft. Standard tools shall include hammer, multi-driver (includes flathead, Robinson and Phillips bits) crescent wrench and pliers. The Company shall notify the Union (at the time a call is placed) if there are any additional tools required such as cordless drills, multi meters etc.

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The Union shall make its best efforts to supply crew that has access to these additional tools. The Company shall arrange for special equipment such as hoists, forklifts, tractors, trucks, and trailers etc. as deemed necessary by the Company.

Article 7 - Safety and Working Conditions

- 7.1 Consumption of intoxicating substances or use of illegal drugs, or being intoxicated through the use of intoxicating substances or illegal drugs, while working at the Calgary Stampede, is not permitted or tolerated. An IATSE Local 212 member's failure to comply with this directive will result in;
- i) the members immediate dismissal from the shift and removal from Company property and
 - ii) the suspension of the member's privilege to work on Stampede property until such a time as the member has satisfied both the IATSE Local 212 Executive Board and the Senior People Services leader of the Calgary Stampede that such an incident is unlikely to reoccur.
 - iii) Dependant on both the specifics of the occurrence and the personal circumstances of the member, this satisfaction may be contingent upon the member's successful completion of a drug and/or alcohol rehabilitation program, and a period of sobriety.
- 7.2 IATSE members, while working at the Calgary Stampede, shall,
- i) perform all work in accordance with all Federal and Provincial laws and regulations governing safe work practices, including but not limited to the Occupational Health and Safety Act and regulations of the Province of Alberta
 - ii) if requested by Company personnel, provide via the Shop Steward, the agreed upon accreditation that confirms the Members access to restricted areas on Company property
 - iii) have any required safety equipment provided by the Company, except for personal safety equipment and hard hats for all calls, plus high-visibility safety vests for Grandstand setup and strike calls.
- 7.3 In the event of an injury, at any time during a shift, to a member of I.A.T.S.E. and the member has been hired on behalf of an outside show or promoter, it will be the responsibility of the outside show or promoter to pay the member's wages for the balance of the designated shift in accordance with the Workers' Compensation Act.
- 7.4 It is agreed that a safe, healthy workplace, considerate of environmental protection and preservation initiatives, is beneficial to all parties. It is understood and agreed that the parties to this Agreement shall at all times comply with all relevant federal, provincial and municipal legislation. Any refusal by a Union member to work in compliance of such regulations shall not be a breach of this Agreement, however the Company has the right to have the Shop Steward replace such members, and such requests will not be unreasonably withheld by IATSE.
- 7.5 The Union understands and agrees that it must maintain, at all times, Directors and Officers general liability insurance of at least \$3 Million Dollars (Cdn.). It is further agreed that should this policy lapse for any reason the Company is not obliged to use the Union Members whatsoever until the policy is re-instated.

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7.6 Members of I.A.T.S.E. Local 212 hereby agree to dress appropriately and neatly at all times during performances. Required attire includes black shoes, black socks, black pants and black shirt and is to be provided by the member. If a cap is to be worn, it will be at the discretion of the Company and must be a black ball cap supplied by the member or Union. The IATSE 212 crest, which shall measure no larger than 3" x 3", may be shown on the ball cap in a mutually agreed to shade of grey so as to not be visible during set changes during the Grandstand show performance.

Article 8 - Shop Steward

8.1 Local 212 shall designate a Shop Steward at each job site as their representative and so advise the Company who this person is. The Shop Steward will be responsible for job liaison between members and the Company. In conjunction with the Company and its representatives, the Shop Steward will work to resolve job related problems that arise, and as such, the Shop Steward is to be the members' first contact in such circumstances. In the event the Shop Steward is unable to resolve any job related problems, they shall be referred to the Stage Business Agent and/or the Executive Board of Local 212.

Article 9 - Rate of Pay and Overtime

9.1 It is recognized that the Company, or its representatives, are in the hospitality business, and as such must conduct much of its operations during mornings, evenings and weekends. It is within this context that the parties hereto mutually agree to the following rates of pay, overtime and working conditions.

9.2 The basic pay scale covered by this Agreement shall be as follows:

Wage Rates in Effect From

<u>Position</u>	<u>Year One</u>		<u>Year Two</u>	
	<u>Hourly</u>	<u>Show Calls</u>	<u>Hourly</u>	<u>Show Calls</u>
Department Head 1	\$32.64	\$114.24	\$33.13	\$115.95
Crew 2	\$29.85	\$104.48	\$30.30	\$106.05
High Rigger	\$38.16		\$38.73	
Spotlights	\$30.49	\$106.73	\$30.95	\$108.33

1 (Includes Carpenter, Fly, Electrical, Sound, all Ground Riggers, Wardrobe).

2 (includes forklift and crane operators)

9.3 The minimum call-out for set-ups, put-outs or special calls shall be four (4) hours per person. However, where the set-up immediately precedes a performance the minimum shall be two (2) hours. In the event a put-out immediately follows a performance and is completed within one (1) hour the minimum shall be reduced to two (2) hours for those working both show and set-up or put-out, where applicable.

9.4 After a call has been placed and then in the event an unforeseen circumstance occurs and the Company does not require the services of IATSE Local 212, a minimum of 24 hours cancellation notice is required. If the minimum notice is not

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given, minimum charges will apply to a maximum of three and one half (3 ½) hours for a cancelled show call or four (4) hours for a cancellation of any other type of call per person.

- 9.5 In the case of non-stage productions where the set-up/rehearsal and the show itself are completed within four (4) consecutive hours or less, then they will be considered as one (1) four (4) hour show call.
- 9.6 In the above cases and not less than two days prior to the event, it is mutually agreed that both parties will meet to discuss the schedule, calls and charges for such a show.
- 9.7 A one (1) hour unpaid meal break or one-half (1/2) hour paid meal break at the base hourly rate of pay, will be scheduled no sooner than three (3) hours into a call, however, the Stage Technician will work no more than five (5) hours without a meal break. When it is not possible to take this break, the members will be provided a reasonable meal by the promoter at no cost to the members of Stagehand's Union Local 212 who are on duty. In addition they will be paid for one half hour at their regular rate.

A second meal break must be allowed not later than four (4) hours after the completion of the first meal break. If the production needs dictate, up to one (1) hour of leeway in scheduling the second meal break shall be allowed by mutual agreement between the Union Steward and the Employer. If a call can be completed in five (5) continuous hours or less from the commencement of the call, no premium shall be paid, and no meal break given. If the call extends beyond five (5) hours, the member shall be paid at one and one-half (1½) times the rate applicable at the beginning of the fifth hour until such time as a meal break can be taken.

A fifteen minute coffee break shall be allowed between the second and third hour of work in each four (4) hour period.

- 9.8 Shows and rehearsal calls shall be considered to begin one-half (½) hour before show time and to not extend beyond three and one half (3 ½) hours total time. Extra time at the applicable hourly rate shall be charged for additional time worked, immediately before or after the show call, rounded upwards to the next one half (½) hour.
- 9.9 Overtime at the rate of one and one-half (1½) times the basic rate defined in Clause 9.2 hereof shall be paid for time worked in excess of eight (8) hours per day or forty (40) hours per week. Overtime at the rate of one and one half (1½) times the basic rate shall also be paid for hours worked on Sundays and for time worked between 12:00 a.m. and 8:00 a.m. The Company will not schedule work in excess of twelve (12) hours in a day or sixty (60) hours in a week unless an accident occurs or an emergency or unexpected event arises. Overtime at double (2X) the basic rate will be paid for time worked in excess of 12 hours per day or sixty (60) hours per week together with all hours worked in excess of eight (8) hours on Sundays.
- 9.10 There shall be a minimum nine (9) hour break between "work days" while working on a production for the same employer. This break shall occur between the end of one call and the beginning of the next call only while working on the same show. Should the show's producer require a shorter break than nine (9) hours it shall be at his or her discretion and the call shall normally be for Department heads only. Such

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a call made prior to the expiration of nine (9) hours shall be paid at the rate of time and one-half (1½) the member's regular rate of pay for all hours worked. Upon expiration of the nine hours, all rates will revert to the regular rate of pay applicable for that call.

- 9.11 Overtime, at double the rate defined in Clause 9.2 hereof, shall be paid for work performed on the following Statutory/General Holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day and Christmas Day.
- 9.12 Union Members of I.A.T.S.E. Local 212 shall receive ten percent (10%) of their basic pay as defined in Clause 9.2 hereof for all work performed for the Company or its representatives, four (4%) percent of which shall be remitted by the Union to the Union Group R.R.S.P. on behalf of each individual. The remaining six percent (6%) shall be paid directly to each individual as vacation pay.
- 9.13 The Shop Steward shall be responsible for reporting all hours worked on a daily basis. Time sheets showing those hours must be approved by the promoter or the Company supervisor, or its representative prior to being submitted to Stagepay 212 for payment.
- 9.13.1 I.A.T.S.E. Local 212 operates a payroll service company, Stagepay 212 Inc, to provide payment and benefits, accounting, deduction and remittance, and reporting functions on behalf of IATSE members engaged under this agreement. See attached Stagepay 212 Inc Payroll Reference Sheet.
- 9.13.2 In the event that a Provincial or Federal Revenue Agency, the Workers' Compensation Board of Alberta or other like government agency seeks payment from IATSE Local 212 and/or Stagepay 212 Inc for whatever reason for any unpaid taxes, benefits, premiums or other amounts due from IATSE Local 212 or Stagepay 212 Inc, IATSE Local 212 and/or Stagepay 212 Inc hereby agree to indemnify and hold the Company harmless for the amount of such taxes, benefits, premiums or other amounts plus any interest or penalties which the Company may be required to pay under this contract.
- 9.13.3 All Stagepay 212 Inc program invoices must be submitted by the Steward or the Stage Calling Steward or the Business Agent to the Company for payment. The Company shall provide payment for approved invoices through Electronic Funds Transfer within thirty (30) days of the submission of the invoice.
- IATSE Stagepay 212 Inc invoices for third party clients shall be submitted by the Steward or the Stage Calling Steward or the Business Agent directly to the promoter or third party client. The third party client shall make prior arrangements for Stagepay 212 Inc invoice payment with Stagepay 212 Inc.
- 9.13.4 All approved invoices shall include an Administration Fee to cover payroll processing, Workers' Compensation Board premiums and Employer contributions to member Health and Welfare insurance premiums.
- 9.13.5 The Administration Fee shall be 13% (thirteen percent) calculated on combined gross wages, RRSP, Employment Insurance and Canada Pension

Plan totals.

- 9.14 The Stage Business Agent of Local 212, or the appointed Shop Steward in collaboration with the Employer, shall initially be responsible for the productivity and work performance of all members of I.A.T.S.E. Local 212 under their direction. Members who fail to meet required standards of conduct, professionalism or performance shall be subject to discipline up to and including dismissal from the job.

Article 10 - Grievance Procedure

- 10.1 Should a difference arise regarding the interpretation, application, operation or contravention or alleged contravention of this Agreement, the grievance or difference shall be immediately discussed between the Steward and the Company designated representative in an attempt to resolve the difference. If a resolution cannot be reached by the end of the following business day the matter shall be referred to Step 1 of the Grievance Procedure.

STEP 1

- 10.2 Whenever either party to this Agreement wishes to register a difference or complaint, it shall do so in writing. The written grievance shall state in concise terms: the issue giving rise to the grievance; precisely in what respect the Collective Agreement has been seen to be violated or misinterpreted, by reference to the specific Article(s) relied upon. This written grievance shall also stipulate the nature of the relief or remedy sought, and shall be signed by a Union Executive Officer or Representative of the Company as the case may be.
- 10.3 The Union shall present its complaint to the Company's Designated and the Company shall present its complaint to the Union Business Agent within seven (7) days of the unresolved matter or from the time the circumstances upon which the grievance is based was known or should reasonably have been known by the grievor. The Union and the Company designates will have seven (7) business days to resolve the matter.

STEP 2

- 10.4 If a mutual agreement cannot be reached at Step 1, the grievance shall be reported to the President of the Union and the senior Human Resources representative of the Company. These people and/or their representatives shall meet within seven (7) days to discuss and resolve such grievance.
- 10.5 If an agreement cannot be reached at Step 2, the grievance shall be referred, within seven (7) days, to a single arbitrator. Where the parties fail to agree on a single arbitrator, the Director of Mediation services shall make the appointment. Should the grievance not be submitted within seven (7) days to arbitration the grievance shall be considered terminated. No decisions made by arbitration shall, by their ruling or award, alter, amend or change the terms of this collective agreement.
- 10.6 The cost of arbitration shall be borne equally by both Parties.

Article 11 - Company Rights

- 11.1 I.A.T.S.E. Local 212 acknowledges that it is the exclusive right of the Company to:
- i) Maintain order, discipline and efficiency;

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- ii) Hire, discharge, layoff, recall and suspend or otherwise discipline Union Members, subject to the provisions of this Agreement and the Union Member's or the Union's right, as the case may be, to lodge a grievance in the manner provided for in this Agreement;
- iii) Generally manage the operation and undertakings of the Company, and without restricting the generality of the foregoing, to select, install, and require the operation of any equipment, plant or machinery which the Company deems necessary, to determine the number of IATSE crew required, the schedules and methods of work to be followed and to exercise all rights and responsibilities of management not specifically provided for under this Collective Agreement.

Article 12 - Terms and Conditions

- 12.1 It is hereby agreed that the terms and conditions of this Agreement shall apply to all facilities owned, managed and controlled by the Company now established and which shall be acquired in the future, with limitations as provided in Article 5.1 and 5.2.
- 12.2 As the party of the second part is a member of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States Its Territories and Canada, nothing in this contract shall ever be constructed to interfere with any obligation the party of the second part owes to such International Alliance by reason of prior obligation, provided that the foregoing shall in no event be construed or applied so as to contravene any applicable Federal or Provincial Law.
- 12.3 This Agreement shall endure to the benefit of and be binding upon each of the parties hereto, their and each of their respective executors, administrators, successors and permitted assignees.

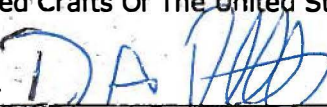
IN WITNESS WHEREOF the parties hereto have executed this Agreement,

This 26 day of June, 2015

Calgary Exhibition and Stampede

Per 
Denise Bodnaryk, Director, Talent Management

International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists And Allied Crafts Of The United States Its Territories And Canada, Local 212.

Per 
Damian Petti, President

STAGEPAY 212 Inc. - Payroll Reference Sheet for invoices

Sub Total / Gross Wages

Vacation pay (6%) is combined with wages to determine the subtotal. (Subtotal = Wages + 6%)
This number constitutes "gross wages".

RRSP Benefit Calculation

Employer RRSP Contribution (4%) is then applied to gross wages.

Employment Insurance Calculation

Employment Insurance is calculated pursuant to Employment Insurance Act and Regulations.
This calculation is applied to gross wages plus RRSP amount.

Canada Pension Plan Calculation

CPP contribution rates are pursuant to the Canada Pension Plan Act and Regulations. This calculation is applied to gross wages plus RRSP amount.

Administration Fee**

The Stagepay 212 Inc. administration fee of 13% is calculated on combined gross wages, RRSP, Employment Insurance and Canada Pension Plan totals. The administration fee includes amounts for contributions to WCB premiums and member Health and Welfare insurance premiums.

GST AMOUNT** GST is applied only to the administration fee.

Stagepay 212 Inc. (GST#803783943) will comply with all current and amended CRA legislation and rulings including payroll statutory calculations, deductions and remittances as they become known.

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Note of understanding.


The parties agree to establish the following for the administration of the Company – I.A.T.S.E. Local 212, 2015-2017 collective agreement.

- The Company will provide and maintain a Company employee “key contact” for the Local 212 Calling Steward and/or the Local 212 Stage Business Agent In order for all parties to make best efforts to provide timely communication to both the licensee and the Local 212 Calling Steward to initiate communications between those parties for the purposes of establishing crew as required and the invoicing thereof.

The parties have agreed to establish these measures to further promote harmonious relations between the Company and I.A.T.S.E. Local 212 in the administration of the agreement.



Denise Bodnaryk, Director, Talent Management
Calgary Exhibition and Stampede (Company)



Damian Petti, President
I.A.T.S.E. Local 212 (Union)

June 26, 2015

Date

June 16, 2015

Date